

City of Asheville North Carolina



**REQUEST FOR FORMAL BIDS AND PROPOSALS
FORMAL BID REQUEST NO. 750-10**

**PASSENGER WAITING SHELTERS
FOR THE CITY OF ASHEVILLE
TRANSPORTATION DEPARTMENT/TRANSIT DIVISION**

**THIS PROJECT IS FUNDED UNDER THE AMERICAN RECOVERY
AND REINVESTMENT ACT OF 2009**

**REQUESTS FOR APPROVED EQUALS
DUE MAY 24, 2010, 5:00 PM**

**BID OPENING DATE: TUESDAY, JUNE 7, 2010
AT 3:00 PM LOCAL TIME**

**ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5950
AMY PATTERSON, PURCHASING MANAGER**

**BIDS ARE TO BE SEALED AND MAILED TO THE ABOVE POST OFFICE BOX
OR DELIVERED TO THE PURCHASING DIVISION OFFICE LOCATED
AT NO. 3 HUNT HILL PLACE, ASHEVILLE, NC 28801**

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DIVISION

Bid Request No. FBR 750-10

Date May 14, 2010

**REQUEST FOR FORMAL BIDS AND PROPOSALS FOR
PASSENGER WAITING SHELTERS FOR THE CITY OF ASHEVILLE
TRANSPORTATION DEPARTMENT/TRANSIT DIVISION**

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until 3:00 p.m. local time on Tuesday, June 7, 2010, at which time they will be publicly opened and read.**

TERMS: Net 30 Days
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.
Amy Patterson, Purchasing Manager

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

| | | | | | |
|--|--|--|--|--|--|
| | | Passenger Waiting Shelters for City of Asheville Transportation Department/Transit Division per the attached minimum specifications; Brasco International Inc. Slimline Model SL516-C (large) and SL510 (small) or equal BID SHOULD BE SUBMITTED INCLUSIVE OF SHIPPING/FREIGHT COSTS – FOB ASHEVILLE, NC. ADDITIONAL FREIGHT CHARGES WILL NOT BE ALLOWED. <u>BIDDERS PLEASE NOTE:</u> 1. <u>SPECIAL FEDERAL TERMS AND CONDITIONS-</u> BID PAGES 5 THROUGH 15 2. <u>SPECIFICATIONS-</u> BID PAGES 16 THROUGH 19 3. <u>PROTEST PROCEDURES</u> BID PAGE 20 4. <u>TERMS AND CONDITIONS-</u> BID PAGES 21 THROUGH 23 5. <u>REQUESTS FOR APPROVED EQUALS</u> DEADLINE: TUESDAY, MAY 24, 2010 BID PAGES 16 THROUGH 17 6. <u>ADDITIONAL PURCHASES</u> BID PAGE 21 | | | |
|--|--|--|--|--|--|

| | |
|---|--|
| Company Name | Bid Submitted By (Signature) |
| Address | Printed Name and Title |
| City State Zip | Email Address |
| Telephone No. | Fax No. |
| Web Address | Federal Taxpayer ID No. |
| Delivery _____ calendar days after receipt of order | Payment Terms: Net _____ Discount: _____ % Net _____ |

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DEPARTMENT

REQUEST FOR FORMAL PROPOSALS

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT | UNIT PRICE | EXTENSION |
|----------|----------|---|------|------------|-----------|
| 1 | 1 | LARGE PASSENGER WAITING SHELTER FOR THE CITY OF ASHEVILLE TRANSPORTATION DEPARTMENT/TRANSIT DIVISION PER THE ATTACHED SPECIFICATIONS, TERMS & CONDITIONS. RE: SPECIFICATION PAGE 16 THROUGH 20 BID: MFG'R: _____ MODEL: _____ | EACH | \$_____ | \$_____ |
| 2 | 14 | SMALL PASSENGER WAITING SHELTERS FOR THE CITY OF ASHEVILLE TRANSPORTATION DEPARTMENT/TRANSIT DIVISION PER THE ATTACHED SPECIFICATIONS, TERMS & CONDITIONS. RE: SPECIFICATION PAGE 16 THROUGH 20 BID: MFG'R: _____ MODEL: _____ | EACH | \$_____ | \$_____ |
| 3 | | | | | |

COMPANY NAME: _____

SIGNED: _____ TITLE: _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of one proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are and will continue to be on file in the Purchasing Office for City of Asheville, Asheville, N. C., during usual office hours, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed.

BID

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent; 30 calendar days _____ per cent.

Bidder: _____ Address: _____ Zip: _____

By: _____ Title: _____
(Authorized to sign bids)

Telephone Number: _____

Date: _____

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. Postal Service. Please address and mark your bid as shown below.

CITY OF ASHEVILLE, N. C.
PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, N. C. 28802
BID REQUEST NO. 750-10
PASSENGER WAITING SHELTERS
TO BE OPENED 3:00 P.M. LOCAL TIME
JUNE 7, 2010

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

FEDERAL TRANSIT ADMINISTRATION

ASHEVILLE TRANSIT SYSTEM

REQUIRED CLAUSES FOR NON-CONSTRUCTION CAPITAL PURCHASES LESS THAN \$100,000

TABLE OF FEDERALLY REQUIRED CLAUSES

Federally Required Clauses

1. No Federal Government Obligations to Third Parties (by Use of a Disclaimer)
2. False or Fraudulent Statements or Claims - Civil and Criminal Fraud
3. Access to Third Party Contract Records
4. Changes to Federal Requirements
5. Civil Rights (Title VI, EEO, ADA)
6. Disadvantaged Business Enterprises (DBEs)
7. Incorporation of FTA Terms
8. Termination
9. Suspension and Debarment
10. Buy America
11. Lobbying
12. Clean Air
13. Clean Water
14. Cargo Preference
15. Fly America
16. Energy Conservation
17. ADA Access
18. Recycled Products

BY SUBMITTING THIS BID OR PROPOSAL, THE BIDDER AGREES THAT, SHOULD THEY BE SELECTED TO PROVIDE THE SERVICES SOLICITED HEREIN, THE BIDDER IS PROVIDING AND AGREEING TO AND WILL BE BOUND BY ALL THE FEDERAL CERTIFICATIONS AND REQUIREMENTS SET OUT BELOW:

- **No Federal Government Obligations to Third Parties (by Use of a Disclaimer)**

§ 2.f No Federal Government Obligations to Third Parties.

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub recipient, lessee, third party contractor, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub agreement, lease, or third party contract at any tier, the Federal Government has no obligations or liabilities to entity other than the Recipient, including any sub recipient, lessee, or third party contractor at any tier.

- **False or Fraudulent Statements or Claims – Civil and Criminal Fraud**

§ 3.f False or Fraudulent Statements or Claims.

The Recipient acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

- **Access to Third Party Contract Records**

§ 15.t Access to Third Party Contract Records.

The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g). The Recipient further agrees to require its third party contractors and third party subcontractors, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

- **Changes to Federal Requirements**

§ 2.c(1) Application of Federal, State, and Local Laws, Regulations, and Directives.

(1) Federal Laws, Regulations, and Directives.

The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Recipient may incur a violation of the terms of its Grant Agreement or Cooperative Agreement or this Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each sub recipient and each third party contract implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA.

- **Civil Rights (Title VI, EEO, ADA)**

§ 12 Section Civil Rights.

The Recipient agrees to comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each sub recipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each sub recipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable implementing Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each sub recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees as follows:

(a) The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) If the Recipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Recipient's eligibility to obtain future Federal assistance for transportation Projects.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each third party contractor at any tier or sub recipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each sub recipient, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or sub agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub agreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the

Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

i. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.

j. Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

- **Disadvantaged Business Enterprises (DBEs)**

§ 12.d SEE ABOVE

- **Incorporation of FTA Terms**

§ 15.a Section 15. Procurement.

To the extent applicable, the Recipient agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Recipient agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. § 18.36 or at 49 C.F.R. §§ 19.40 through 19.48, and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions. The Recipient also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and to comply with any subsequent amendments thereto, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Recipient understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed.

- **Terminations**

§ 11 Section 11. Right of the Federal Government to Terminate.

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Recipient understands and agrees that any failure to make reasonable progress on the Project or violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for

the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

- **Suspension and Debarment**

- § 11 SEE ABOVE

- **Buy America**

- §14.a Section 14. Preference for United States Products and Services.

To the extent applicable, the Recipient agrees to comply with the following U.S. domestic preference requirements:

a. Buy America. The Recipient agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Recipient also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing.

b. Cargo Preference-Use of United States-Flag Vessels. To the extent applicable, the Recipient agrees to comply with 46 App. U.S.C.A. § 1241(b)(1) and U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381.

c. Fly America. The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

- **Resolution of Disputes, Breaches, or Other Litigation**

- § 52 Section 52. Disputes, Breaches, Defaults, or Other Litigation.

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The Recipient agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA in writing before doing so. Each notice to FTA under this

Section shall be sent, at a minimum, to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.

b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the Recipient may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

c. Enforcement. The Recipient agrees to pursue all legal rights provided within any third party contract.

d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.

e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

- **Lobbying**

§ 3.d d. Lobbying Restrictions. The Recipient agrees that:

(1) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;

(2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each sub recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

- **Clean Air**

§ 25.b b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. In addition:

(1) The Recipient agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 US.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that

any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Recipient agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Recipient agrees to comply with the notice of violating facility provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

- **Clean Water**

§ 25.c c. Clean Water.

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Recipient agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Recipient agrees to comply with the notice of violating facility provisions of Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

- **Cargo Preference**

§ 14.b SEE ABOVE

- **Fly America**

§ 14.c SEE ABOVE

- **Energy Conservation**

§ 26 Section 26. Energy Conservation.

The Recipient agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

- **ADA Access**

§ 12.g SEE ABOVE

- **Recycled Products**

§ 15.k k. Preference for Recycled Products.

To the extent applicable, the Recipient agrees to comply with U.S. EPA regulations, “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

PART I GENERAL

The City of Asheville presently has in its transit system bus shelter model SL510-C as manufactured by Brasco International, Inc.

The City of Asheville's desire is to match the general appearance of the existing shelters, and will favor proposals with structures that have the same sized wall panels. Particularly, any proposed shelter design must have same sized wall panels and replacement parts. It is also the City of Asheville's desire to have replaceable roof structures that can be utilized within the current system.

The dimensions used in the following specifications are minimum/nominal sizes. Bidders are to quote using their manufacturing standards which must meet or exceed these minimum standards.

1.1 DESCRIPTION

The work specified shall consist of the design, fabrication, and delivery of Passenger Waiting Shelters and shall include structural aluminum frames with glazed rear, side, and roof assemblies, and all required hardware for installation. Shelters shall be computer designed and structurally engineered. The shelter frame shall be designed to be stable with or without wall and roof glazing. All connections and glazing containment shall be tamper proof. Shelters are to be modular in design with minimum number of parts for quick and easy installation. Shelter roofs are to be prefabricated for ease of installation and must be shipped complete. Bidders are to provide examples of installation instructions with bids.

1.2 STANDARDS***A. Materials***

All aluminum shall conform to the standards of the Aluminum Association.

All glazing shall conform to the American National Standards Institute (ANSI) Safety Standard for Architectural Glazing Materials Z97.1-1975.

Shelter shall be designed to comply with the North Carolina State Building Code for Accessibility.

B. Performance

Shelter shall be designed to withstand minimum vertical and horizontal wind load, snow load, and seismic load to meet or exceed the North Carolina State Building Code for Buncombe County.

Roof shall be designed to withstand minimum dead load of 40 PSF. Structural calculations and stamped drawings by a licensed North Carolina engineer shall be provided upon award of bid.

1.3 QUALITY ASSURANCE***A. Experience***

Manufacturer shall have a minimum of 10 years experience in the design and manufacture of Aluminum Passenger Waiting Shelters. At least 3 references from other transit authorities using similar shelters are to be provided, including contact name, telephone number and email address.

1.4 REQUESTS FOR APPROVED EQUALS

Requests for approved equals shall be supported by complete technical documentation which shall include descriptive literature, assembly instructions, and detail drawings which clearly show dimensions, joining details, alloy, temper, finish, and thickness of all members. Detailed specifications shall also accompany such request.

A. Shop drawings and product data must be submitted with requests for approved equals.

B. Requests of approved equals must be submitted no later than **TUESDAY, MAY 18, 2010.**

C. Bidder must submit a statement of certification from the manufacturer that materials meet or exceed the specifications contained in this Request for Bids and Proposals

D. Bidder may be required to submit finish samples as well as wall and roof glazing samples during the evaluation process.

E. Any addenda issued as a result of this Request for Approved Equals process will be sent at least 10 days before opening date of bid, even if this requires an extension of the bid opening date. Bidders will be required to sign all addenda and return with their bid packages. Any bids received without signed addenda may be considered non-responsive.

1.5 DELIVERY AND STORAGE

Shelter shall be delivered to destination in clearly labeled modular assemblies. Each shelter shall include a boxed hardware kit complete with installation instructions.

Delivery: FOB Destination to City of Asheville Transit Garage, 360 West Haywood Street, Asheville, NC 28801.

1.6 WARRANTY

Manufacturer shall provide detailed warranty statement with bid. A minimum one year warranty is required. Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.

SPECIFICATIONS FOR SHELTERS

Large shelter size shall be approximately 5' deep X 16' wide (roof line) and 3' deep X 16' wide (column to column).

Small shelter size shall be approximately 5' deep x 10' wide (roof line) and 3' deep x 10' wide (column to column).

2.1 CONSTRUCTION

Shelter shall be constructed of modular interchangeable components.

2.2 MATERIALS

A. *Framing members*

All structural framing members and mullions shall be 1 (one) piece seamless extruded aluminum tubes of 6063-T5 alloy. Snap together or two (2) piece members are not acceptable. All roof and glazing frame extruded aluminum sections shall be 6063-T5 alloy.

All vertical support posts and bottom horizontal beams (sill) shall be 2½" x 2½" x 1/8" thick square tube. The top horizontal beam (header) shall be 2½" x 5" x 1/8" thick rectangular tube. All vertical mullions shall be 1½" x 2½" x 1/8" thick rectangular tube.

B. *Structural connections*

All key connection points and ground anchors shall be stainless steel and be concealed or tamper resistant.

D. *Fasteners*

All fasteners shall be aluminum or stainless steel or a combination thereof and shall be tamper proof if exposed. Self-tapping or self-drilling fasteners in tension are not acceptable

E. *Glazing*

The top portion of the wall sections shall be 24" x 45¼" x ¼" clear acrylic glazing material

The bottom portion of the wall sections shall be 24¾" x 24¾" Dark Bronze Anodized Aluminum Perforated Panel with .090" Thickness, 1/16" staggered, .127" round holes, and 30.88% Open Area.

F. *Window framing*

Wall panels shall be fully enclosed by gasketed channels or frames. Any fasteners shall be concealed or, if exposed, shall be tamper resistant and colored to match the structure. Glazing system shall provide quick and easy installation or replacement.

G. *Roof Assembly*

1. *Fascia*

Fascia shall be minimum 2 1/2" high extruded aluminum. Rainfall runoff shall be diverted to rear corners. Self drilling or self-tapping fasteners in tension (or pull out condition) shall not be an acceptable method of securing roof assembly to frame. Exposed rivets at fascia corners are not acceptable.

2. Reverse Gable Roof – Translucent

Finished roof assembly shall be leak proof. Reverse Gable Roof shall be glazed with 1/4" Translucent Acrylic Glazing. Roof shall have black decorative wagon wheel design on both vertical faces. Roof shall be constructed using a 30 degree pitch and with 2" x 1" x 1/8" thickness aluminum tube rafters. All fasteners to assemble the roof frame will be concealed. Gable end covers are 6" extruded aluminum channels with gasket slot on one end. The roof peak (ridge beam) shall contain two large aluminum spire finials on the ends and three small aluminum spire finials on the middle of the peak.

H. *Finishes*

Durable powder coat applied over a non chromate conversion coat to meet AAMA 2002 standards, with colors selected from the standard RAL palette or anodized Architectural Class I finish in conformance with "The Aluminum Association Designation System for Aluminum Finishes" as designated: Dark Bronze Anodized: AA-M10C22A42/44.

I. *Bench*

Partial length with backrest to ensure a minimum 30" x 48" clear floor area, ensuring ADA compliance for both shelter sizes. Benches are to be mounted to back of shelter facing out, filling the remainder of area not being utilized by ADA clear floor area. Large shelter to have two separate benches mounted to back of shelter facing out with ADA specified space area in the middle.

J. *Schedule Holder*

Lockable schedule holder constructed of piano hinge to match shelter finish, 1/4" clear acrylic, and tamper proof lockable fasteners. Size must accommodate 3 ft x 4 ft schedule/map. Holder must be capable of being attached to a panel in the rear of the above shelters.

PROTEST PROCEDURES

PURPOSE

ARRA funding requires a bid protest procedure be in place.

PROCEDURE

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bids and Proposal.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of City transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the City of Asheville Purchasing Division, PO Box 7148, Asheville, NC 28801 or emailed to Amy Patterson, Purchasing Manager, at apatterson@ashevillenc.gov and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information, and consultation with the City Attorney, the Purchasing Manager shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

**CITY OF ASHEVILLE PURCHASING DIVISION
TERMS AND CONDITIONS FOR
PASSENGER WAITING SHELTERS
FOR THE CITY OF ASHEVILLE
TRANSPORTATION DEPARTMENT/TRANSIT DIVISION**

1. **SUMMARY**: Bidders please note: this request for bids and proposals includes provisions for the City of Asheville to purchase up to 20 small shelters and up to 5 large passenger waiting shelters. Bids are to be submitted in accordance with the enclosed specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the materials identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
2. **PURCHASE OF ADDITIONAL REQUIREMENTS**: The City reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Any purchase of materials at established prices after the period of firm pricing will be subject to bidder's acceptance.

The City will purchase the quoted 14 small shelters and 1 large shelter on a staggered basis. The City of Asheville requests the option of purchasing 4 additional large shelters and 11 additional small shelters on an as needed basis through the period of June 30, 2012 at quoted prices, contingent upon funding.

2. **NOTICE TO BIDDERS**: All bids are subject to the provisions of the Special Terms and Conditions specific to this Request for Quotation and the Specifications. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE**: This bid request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address. Telephone number 828-259-5953, Fax number 828-259-5440.
4. **CLARIFICATIONS/INTERPRETATIONS**: Any and all questions regarding this document must be addressed to the City of Asheville Purchasing Division. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
5. Technical questions should be directed to Yuri Koslen, Transit Projects Coordinator, (828) 232-4522 ykoslen@ashevillenc.gov
6. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS**: Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and submitted within the approved equals process as outlined on Pages 16 and 17.

7. The City of Asheville reserves the right to postpone bid openings for its own convenience
8. **BID INQUIRIES:** Questions of a general nature (i.e. Can your bid response be faxed? Has your bid been received? Is a bid tabulation available?, etc.) can be answered by any member of our staff. Questions of a more specific nature (regarding Special Terms and Conditions or bid specifications) should be directed to the individual identified on page 1 (ISSUED BY).

Our office hours are Monday through Friday, 8:30 a.m. – 5:00 p.m. Telephone 828-259-5950.
9. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as non-responsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
10. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
11. **PREPARATION OF FORMS:** All bids must be submitted on forms provided. Figures should be written in ink or typewritten. Any changes on the original bid should be made in ink and initialed by the person signing the bid. **NOTE:** If there are discrepancies between unit price quoted and extensions, the unit price will prevail.
12. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
13. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.
14. **SUBMITTALS:** Bidders to submit one (1) original bid package. Packages should be mailed to the City of Asheville Purchasing Division, PO Box 7148, Asheville, NC 28802 or, if by ground, should be sent to #3 Hunt Hill Place, Asheville, NC 28801.
15. **VENDOR APPLICATION AND PRIVILEGE LICENSE:** Bidders/vendors MUST complete a City of Asheville Vendor Application and return it with their bid if your application has not been updated within the past 12 months. Bidders may submit vendor application online or download forms from the City's website at the following link: www.ashevillenc.gov. Look under the Business tab, select "Doing Business with the City" and "Vendor Application" from the list of options. Directions for online or hardcopy submittal are available at this link.
16. **DELIVERY:** Delivery shall be made F.O.B. Destination (Freight Prepaid and Allowed): City of Asheville Transit Garage, 360 West Haywood Street, Asheville, NC 28801.
17. **MINORITY VENDOR PARTICIPATION:** The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to Minority Business Coordinator, at (828) 232-4566 or to the City of Asheville Purchasing Division Office at (828) 259-5950. It is the policy of the City to (1) provide

17. **MINORITY VENDOR PARTICIPATION** (Continued): minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% African Americans, 2% Hispanic, Asian and Native Americans and 18% for women-owned businesses.
18. **EVALUATION AND SELECTION OF BIDS**: The evaluation of bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed equipment including selection of the lowest responsible/responsive bidder, with consideration of past performance, service record, and reliability.

The statutory provisions controlling purchasing by local governments in N. C. (RE: G.S. 143) includes selection standards for use in making awards. The provision reads, "All contracts, shall be awarded to the lowest responsible bidder, taking into consideration quality, performance and the time specified in the bids for performance of the contract."

The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.
19. **AD VALOREM TAXES**: Bidders/Vendors please note that City Policy, adopted by City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
20. **CONTRACT/AWARD**: Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Quotation and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
21. **INDEMNIFICATION**: The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
22. **ASSIGNMENT**: During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.
23. **All bids shall be made firm for no less than ninety (90) days.**
24. **INVOICES AND PAYMENTS**: ALL INVOICES AND PACKAGES MUST BEAR THIS PURCHASE ORDER NUMBER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein, or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but not State and Local Sales Tax. This tax must be shown as separate items on invoice. Purchases for resale are covered by resale exemption No. 901-1-011-12821. SEND INVOICES TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802

BID REQUEST NO. 750-10

REQUEST FOR FORMAL BIDS AND PROPOSALS ON
PASSENGER WAITING SHELTERS FOR THE CITY OF ASHEVILLE
TRANSPORTATION DEPARTMENT/TRANSIT DIVISION

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____